Latest update: 10.09.2024

END USER AGREEMENT

1. End User Agreement General Provisions

1.1. Acceptance of Terms and Conditions

This End User Agreement (hereinafter referred to as the "Agreement") contains important information about your legal rights and obligations, as well as the operation mode of the Platform itself located at jobs.swg.io (hereinafter referred to as the "Platform"); it is a legally binding agreement between you (hereinafter referred as "you" or the "User") and the SmartWorld Global Ltd. company (hereinafter referred to as "we" or "SWG Ltd.").

> **WHEN USING THE PLATFORM AND CLICKING THE "ACCEPT" BUTTON WHERE REQUESTED, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

If you do not understand this Agreement, or do not agree to all of its Terms and Conditions, or if You are subject to the restrictions set forth herein, you may not use the Platform. If that is the case, do not click the Accept, Sign Up or other buttons aimed to accept this Agreement.

1.2. Confidentiality Policy

If you have not already got acquainted with our Confidentiality Policy, please do so. The Policy is available at jobs.swg.io. It also regulates your use of the Platform in terms of processing Users' information.

1.3. Amendments in the Terms and Conditions hereof and the Platform Operation

We will review the Agreement from time to time and may update it occasionally. If significant changes are introduced, such changes will be brought to the Users' attention no later than 5 days thereafter by placing an appropriate pop-up window, publishing a notice or by another method available to the User.

If you continue using the Platform after we have published the updated Terms and Conditions, this shall mean that you accept and agree to the changes. If you do not agree to the changes, you may no longer use the Platform.

As our Platform evolves over time, we may change or terminate all or any of its parts at any time with a prior notice to be forwarded to our Users.

1.4. Feedback

We appreciate feedback, comments, ideas, and suggestions aimed to improve the Platform. If you decide to send a feedback, you agree that we can use it without any restrictions.

The support service address is: support@jobs.swg.io.

2. Who Can Use the Platform

2.1. Account Right

Both individual persons and legal entities of any form of ownership, including individual entrepreneurs and the self-employed (or persons with a similar or analogous legal status in the country of their residence) can register on the Platform.

The platform is only available to persons who can enter into legally binding contracts in accordance with the applicable laws of their country of residence.

The platform is not intended for use by persons who have not reached full legal capacity in the country of their residence. If you are under the age of full legal capacity, you do not have a permission to use or access the Platform.

While registering your Account, you confirm that:

- You will use the Platform in good faith only for business purposes and for the community development;

- You are a person who has reached the full legal age in the country of your residence, and you can enter into legally binding contracts;

- You are not otherwise prohibited from using the Platform under your applicable legislation;

- You have read and agree to be fully bound by the Terms and Conditions hereof.

2.2. Access Restrictions by Territory

In order to protect the integrity of the Platform, to ensure a safe working environment for our Users, as well as taking into account the current business environment and business practice, we reserve the right to block, at any time and in our sole discretion, an access to the Platform from certain IP addresses and unique device identifiers.

CURRENTLY, WE RESTRICT TERRITORIALLY AN ACCESS FOR: THE USA.

2.3. Prohibited Activities

You agree to avoid any of the following actions:

- To post, upload, publish, send or transmit any content that: infringes or misappropriates patents, copyrights, trademarks, trade secrets, proprietary rights or other intellectual property rights; violates or encourages any conduct that: violates any applicable law or incurs liability; is fraudulent, false, misleading; is defamatory, obscene, pornographic, vulgar or offensive; promotes discrimination, racism, hatred, harassment or harm to any person or group; is violent or threatening, or promotes violence or acts as a threat towards any person or entity; promotes illegal or harmful activities or substances;

- To use, copy, reflect or create a layout and design of your own platform based on the Platform;

- To attempt to investigate, scan or test vulnerabilities of any SWG Ltd. system or network, or violate any security or authentication measures;

- To bypass, circumvent, remove, deactivate, disrupt, decrypt or otherwise circumvent any technological measures implemented by SWG Ltd., or by any of SWG Ltd.'s suppliers, or by any other third party (including another User);

- To publish or send any unapproved and unauthorized advertisements, advertising materials, spam or other forms of imposing services without obtaining first a written approval from SWG Ltd.;

- To collect or store any personal information about Users without their express permission;

- To impersonate or misrepresent any individual person or legal entity;

- To attempt to or actually manipulate or abuse the feedback system;

- To use the Platform or any part thereof in any manner not permitted by this Agreement;

- To encourage any other person to do any of the above actions.

2.4. Third-party Links and Resources

We may provide you with an access to third-party websites or other resources. We provide such access for convenience only, and we are not responsible for the content, functionality, security, products or services available on third-party services or links displayed on such third-party services. You shall accept your sole responsibility for and undertake all risks arising from your use of any third-party services; you shall be solely responsible for any fees, costs or other costs associated with an access to such third party services.

3. Account Creation

3.1. Registration

You can register your account to have a full access to the Platform. Registered Users are hereinafter referred to as Users, and Unregistered Users as Visitors.

A new account can be created, among other ways, by means of the Google service.

Your registered Account shall be subject to our mandatory approval. We reserve the right to decline any type of registration for any reason, either legal or stipulated by this Agreement.

Upon your registration, you will be provided with a User Profile.

3.2. A User Profile

During a registration, you shall provide accurate personal information, and update your Account if your personal data changes. You can also supplement it at any time. We may suspend or terminate your Account if the information you provided is false, outdated, or incomplete.

To register an Account, you shall complete a User Profile that you consent to display to other Users. You shall agree to provide accurate and complete information in your Profile, as well as in all registration and other forms that you access while using the Platform, and agree to maintain this information up to date.

3.3. Account Roles

We offer two types of roles for the User: a **Customer** and a **Freelancer**. You can choose either one role or two at the same time, switching between them (one role shall be mandatorily selected).

All your information provided (your first name, family name, profession, residency, company name, role, skills, date of registration in the system, contacts, description, etc.) will be displayed on the Platform for all Users. You can edit your data at any time.

3.4. Responsibility for Your Account

You shall be responsible for all activities on your Account, and you shall understand that there may be consequences for you, unless it is proved that another person has committed these actions via your Account.

You shall agree not to allow another person to create an Account for you, for your use or your benefit, except in cases where authorized employees or representatives may create an Account on your behalf.

When granting other Users permissions, you shall represent and warrant that:

– The User is authorized to act on your behalf;

– You hold responsibility for the User's actions taken pursuant to such authorization, including, where applicable, entering into binding agreements on behalf of the Account Holder;

– You hold full responsibility for any actions of any User under your Account;

– You are ready to provide a document at SWG Ltd. request that confirms your credentials.

If in fact it turns out that a Freelancer responded to the Task, and another person performed it (not the one specified in the Freelancer Profile), the risk of any consequences shall be with the Freelancer (the details whereof are indicated in the Profile).

You shall agree to notify us immediately if you suspect or become aware of unauthorized use of your Account or any unauthorized access to your password.

> WE RESERVE THE RIGHT TO CONDUCT ENHANCED DUE DILIGENCE IN CASE OF COMPLAINTS ABOUT YOUR ACCOUNT, SUSPICIOUS TRANSACTIONS, MISBEHAVIOUR AND OTHER VIOLATIONS OF THE TERMS AND CONDITIONS HEREOF.

3.5. Authentication and Authorization

The site allows for authorization of previously registered Users. In case the e-mail address is entered incorrectly, the User does not exist, the User is not active, or the password entered is incorrect, the User will see a corresponding error with a description.

If you have forgotten your Account password, we'll help you recover it.

3.6. Internal Wallet

The User's internal wallet is an internal wallet on the Platform that is created automatically within 5 minutes upon logging in. The internal wallet is required for every User for a correct operation on the Platform.

3.7. External (Personal) Wallet

The User's external wallet is a personal cryptocurrency wallet that the User can use for the following purposes:

– To replenish the internal wallet to pay for Tasks;

– To withdraw funds from the internal wallet to the external wallet.

AS OF THE PUBLICATION DATE OF THIS AGREEMENT, NO EDITING OF THE EXTERNAL WALLET ADDRESS IS POSSIBLE. PLEASE DECIDE IN ADVANCE WHICH EXTERNAL WALLET YOU WILL USE.

3.8. Money Crediting to the Internal Wallet

The internal wallet replenishment is necessary for a correct and full use of the Platform's functionality. It shall be mandatory for a Customer to make a deposit for a posted Task to provide guarantees to a Freelancer and an ability to work with a specific Task.

The User can replenish his/her SWGT internal wallet with tokens using external crypto wallets such as Metamask, or from another exchange address. To replenish your internal wallet, you need to copy its address (User Profile - Finance) and transfer a required number of tokens thereto.

WE DO NOT BUY, SELL OR ACCEPT FOR STORAGE OR POSSESSION ANY DIGITAL ASSET FOR ANY USER, AND WE DO NOT ACT AS AGENT OR CUSTODIAN FOR ANY USER. IF YOU DECIDE TO PURCHASE ANY DIGITAL ASSET, ANY TRANSACTIONS WHEREIN YOU PARTICIPATE WILL BE CARRIED OUT EXCLUSIVELY THROUGH THE BLOCKCHAIN NETWORK THAT MANAGES THE DIGITAL ASSET.

SWG Ltd. shall not be liable for a loss of money from the Users' internal wallets in case of hacking or hacker attacks; however, we will take all measures to identify points of vulnerability, to search the intruder or to provide information about the incident to the competent authorities.

3.9. Money Withdrawal

An important part of the Platform operation is a possibility for a Freelancer to withdraw money from the internal wallet (SWGT tokens) for completed Tasks to an external wallet. To withdraw money, you shall specify the address of the external wallet for withdrawal in the "Finance" screen. Thereafter, click the "Withdraw" button and specify the required money amount (SWGT tokens) for withdrawal. The platform will display an approximate withdrawal fee (we do not charge a transaction fee; the displayed fee is the blockchain network fee for a transaction that will be debited from the User in SWGT tokens, but paid by means of ETH). If the data has been entered correctly, the User will be able to click the "Output" button and generate a transaction.

Only available money can be withdrawn. It is money that is not blocked in the User's Account as a payment for a Task performed by a Freelancer. Available money is the funds that are transferred by the User to the system from his/her external wallet to the internal wallet and have not been spent on work. At the same time, SWGT available for withdrawal shall make at least 100 tokens.

3.10. Taxes, Other Mandatory User's Payments and Reporting

Users shall be responsible for paying their own taxes and other payments in accordance with their tax legislation.

In accordance with the laws of your country of residence, certain reporting rules shall be complied with for certain cases. We do not provide special mechanisms for compiling acts of services provided on the Platform, nor do we make any assurances that they will be provided by one User to another. At the same time, please note that you can independently draw up, upload and offer to sign this or that reporting document, where required, while signing and making a contract.

The Freelancer and Customer hereby acknowledge and agree that they are solely responsible for:

- All tax obligations related to payments received from a Customer;

- Identification and performance of their obligations in accordance with the applicable laws and regulations in regards to invoicing and reporting, collection or remittance of any applicable taxes or fees.

4. Project Creation and Task Performance

4.1. Operations with Projects

A Project is a necessary "shell" for the existence of Tasks on the Platform that are combined by the same sphere, aim or industry. Only a Customer can create a Project. Upon creating a Project, you can create a specific Task for it. While searching for Tasks to perform, Freelancers will be able to select the most suitable options for them according to their competence.

The Customer will be able to edit the created Project that has an "Open" status, as well as change its statuses:

- The "Open" status — the Project has been created by the Customer;

- The "In Process" status — the Customer can transfer the Project to the "In Process" status by clicking the "Start" button when a Freelancer (Freelancers) are available to perform it;

- The "Completed" status — the Customer can transfer the Project to the "Completed" status by clicking the "Complete" button upon having obtained the required result.

4.2. Operations with Tasks

The Customer can create a Task, and a Freelancer can find it and take it for execution. The Customer cannot take his own Task for execution, even when registered with two roles. Additionally, the Customer shall have an amount of money in his/her internal wallet that can be deposited as the Task deposit in the future (the deposit amount shall be equal to the cost of the Task specified during the Task creation process). The Customer can edit and delete a Task that is in the "Open" status. A task can have several statuses:

- The "Open" status — this task will be displayed to all Freelancers. They can leave a feedback on the Task by clicking the "Accept" button. The feedback can be sent once, or the Freelancer can cancel this feedback by clicking the "Cancel" button;

- The "Pending Contract" status — the platform will automatically transfer the Task to this status after the Customer has selected a Freelancer (by clicking the "Accept" button on one of the Freelancers' offers) for the work, and the Freelancer has confirmed his feedback (the Freelancer has clicked the "Finally Approved" button);

- The "Pending Deposit" status — the platform will transfer the Task to this status after the Customer has signed a contact with the Freelancer. Both shall have to open the Task and click the "Sign" button.

  THE CUSTOMER AND THE FREELANCER SHALL ENTER INTO AND EXECUTE THEIR LEGAL RELATIONS INDEPENDENTLY WITHOUT SWG Ltd. CONTROL AND MEDIATION. SEE CHAPTER 5 FOR DETAILS.

- The "Money Deposited" status — the platform will automatically transfer the Task to this status after the Customer has deposited money. For a successful depositing, the Customer

shall have a SWGT money amount in his/her internal wallet that is equal or exceeds the cost of the Task execution. In case of a failed depositing attempt, the Customer will have 7 days to deposit money to his/her internal wallet, then the system will automatically attempt to make a deposit once again. If no depositing has been done during 7 days, the Task will be blocked. To unblock the task, the Customer can address the support service at: support@jobs.swg.io;

– The "In Progress" status – the platform will transfer the Task to this status after the Freelancer has clicked the "Start Work" button;

– The "Under Review" status – upon having completed the Task, the Freelance shall click the "Ready for Review" button, and the Customer shall click the "Under Review" button;

– The "Pending Payment" status – after the Customer has confirmed the work results (by clicking the "Approve" button), the Task is transferred to the "Pending Payment" status;

– The "Completed" status – appears after a successful money depositing for the executed Task to the Freelancer's internal wallet.

4.3. Prohibited Projects and Tasks

The Platform prohibits creating and placing Projects and Tasks that are related or may be related, even indirectly, to a circulation of narcotic drugs, psychotropic substances and their precursors, pornographic materials, or any products for military purposes.

The laws of your country in any case provide for such activities that require a license, certificate, permit or other similar document issued by a competent authority. These may include, for example: pharmaceuticals, banking and financial services, insurance services, healthcare services, activities related to employment outside your country, securities-related professional and stock exchange activities, real estate activities, etc. Such Projects and Tasks shall also be prohibited on the Platform.

Please be attentive, careful and honest when working on such Projects and Tasks. Report all suspicious Projects and Tasks to the support service, so that we take action quickly, as the risk of criminal, administrative and civil liability in some cases will be held even with a bona fide Freelancer.

At the same time, Users may place and perform, at its own risk, such Tasks related to a provision of legal services, tax advice, Forex market services, etc. We recommend that Freelancers for such Tasks post the appropriate information in their profiles, so that the Customer can check whether the Freelancer possesses a particular permit or certificate, as well as do it independently on the Internet.

Customers are encouraged to request such documents from Freelancers if they have responded to a relevant Task.

Users shall adequately take into account that a transaction where the Freelancer is not entitled to provide such a service according to the legislation of the country of his/her residence, may be invalidated; the Customer may suffer damage, including financial losses, and the mechanism of its judicial settlement may be delayed or even too expensive.

5. Transaction Conclusion, Execution and Cancellation

5.1. Relations between the Customer and the Freelancer by Default

Unless otherwise agreed between the Customer and Freelancer, the following terms and conditions shall apply to transactions:

- **The terms and conditions are not exclusive.** The Freelancer shall be entitled to perform work for other customers. The Customer may assign a similar work to other freelancers;

- **Personal execution.** The task execution supposes personal execution by the person who responded to the Task. The Freelancer shall not be entitled to involve third parties;

- **Intellectual property rights.** Intellectual Property Rights shall mean all rights and legitimate interests in copyrights, database rights, patents, trademarks, service marks, design rights, designs, logos, inventions, know-how, confidential information, trade secrets, trade names, brand names and domain names, together with any similar rights that may from time to time exist anywhere in the world;

- **Previously existed intellectual property.** All intellectual property rights of the Freelancer and the Customer that existed before the signing date of the contract between them shall remain their property;

- **Cession of exclusive rights.** All technical solutions, including patentable ones, discoveries, trade secrets, designs and improvements thereto, including but not limited to photographs, videos, reports, designs, computer programs, system designs, work records, program plans, program codes and related documentation or any other author's work of any kind conceived, created or executed by the Freelancer for the Customer, shall be the sole and exclusive property of the Customer. The Freelancer hereby assigns all exclusive rights to the Customer;

- **Additional warranties.** The Freelancer shall take all necessary and expedient actions to ensure that any materials he/she uses or prepares, or services he/she provides to the Customer, do not infringe or impair any rights of any person, corporation or other legal entity;

- **Identification of confidential information.** Confidential Information shall include, but is not limited to, all information and documents disclosed by a party, whether written or oral, including, but not limited to, all drawings, sketches, diagrams, models, samples, tools, algorithms, technical or business information, research and developments, manufacturing and engineering processes, costs, profit and loss information, lists of customers, as well as marketing, manufacturing and future business plans;

- **Obligations on information confidentiality provisions.** Both parties shall agree to take all steps reasonably necessary to ensure the trust and information confidentiality. Both parties hereby agree to keep confidential information in strict confidence, not to disclose it to third parties and not to use it in any way for commercial or other purposes. Both parties will limit the disclosure of confidential information to employees who need to know it, who have been informed of its private nature and who are aware of the obligation to keep the information confidential. The obligations shall remain in force for the duration of the contract between the Customer and the Freelancer and for a period of 5 years

thereafter; however, such confidentiality obligation shall not expire in regards to confidential information that is considered as a trade secret in accordance with the applicable laws of the disclosing party's country of residence;

- **Confidentiality exemptions**. Anything received by one party from the other party shall be considered as confidential information, except when: it has become public, it was received by the receiving party from a third party without violating confidentiality, it was independently developed by the receiving party that did not have an access to the confidential information; it was known to the receiving party prior to its first receipt from the disclosing party, it is further disclosed without a notice of further disclosure restriction, or it is disclosed pursuant to a court order or by virtue of legislation;

- **Applicable legislation**. Unless otherwise provided by the contract between the Customer and the Freelancer, the contract shall be regulated by the law of the country where the party executing the crucial part of the contract has as its place of residence or the principal place of business at the time when the contract was signed.

Where these Terms and Conditions come into a conflict with the contract between the Customer and the Freelancer, the contract shall prevail.

5.2. Signing a Contract between the Customer and the Contractor

After the Customer has accepted the feedback, the Platform shall transfer the Task to the "Pending Deposit" status. Thereafter, the Customer or the Freelancer shall sign a contract. This contract signing is not regulated by SWG Ltd. and is carried out without our participation. It is exclusively the will of the Parties, as well as their obligation to comply with the legislation of the country of their residence, where required. The Customer and the Freelancer shall indicate contact details for communication with each other and document exchange, as well as agree on the essential terms and conditions of the contract or cooperation.

The Users shall be aware that the legislation of the User's country of residence may provide for its own essential conditions for specific contracts. If material conditions are not agreed upon in the contract (for example, the subject of the contract, terms and conditions, price, etc.), such a contract is deemed as a loss of contact. Therefore, it does not bind the Parties to legal obligations, which creates a risk for both the Customer and the Freelancer. You are requested to be careful while signing a contract, since we do not regulate this process and shall not hold responsibility for its negative consequences.

The Parties, in addition to the contract, may enter into other agreements, such as confidentiality agreements, agreements on a transfer of intellectual property rights, etc.

If the parties have not entered into a contract, the legal relationship between them shall be regulated by clause 5.1 of Chapter 5.

5.3. Disputes between Users

In case of disputes arising between Users, you shall agree to settle such disputes directly with those Users and to follow the dispute settlement procedure, if any, that is agreed between the Users and is applicable to your particular contract. Should this mechanism fail to settle your dispute, you may settle it independently, including through appealing to governmental agencies; however, you acknowledge and agree that SWG Ltd. will not and shall not be obliged to provide any assistance in settling the dispute.

5.4. SWG Ltd. in Contractual Relations between the Customer and the Freelancer

We offer an online platform where Users can find each other and communicate with each other. We are not directly involved in your negotiations or service provision, and we are not a party to any contracts that you may enter into with other Users. You are solely responsible for your contracts with other Users, including mutual checks and contract execution.

You shall acknowledge and agree that SWG Ltd. does not regulate or control Users in their performance of any contractual obligations, and agree that SWG Ltd. shall not:

– Be held liable for providing an accuracy or legality of any User Content wherefore Users shall be solely responsible;

– Be held liable for the service offer and execution by Freelancers;

– Make any statements or provide any guarantees in regards to services offered by any specific User;

– Be held liable for the quality of Tasks executed by a Freelancer.

You shall also acknowledge and agree that it shall be Users and not SWG Ltd. who bears a sole responsibility for:

– The assessment and determination of suitability of any Project, Task, Customer or Freelancer;

– The assessment of a necessity to sign a contract with another User, as well as verification of any information on the other User;

– Taking decisions on signing a contract, and

– Conducting negotiations, reaching an agreement and execution of any contractual terms and conditions, as well as fulfilment and progress monitoring according thereto.

NOTHING IN THIS AGREEMENT PROHIBITS OR PREVENTS ANY USER FROM ENGAGING IN ANY OTHER BUSINESS OR PROVIDING ANY SERVICES TO OTHER PERSONS OR ENTITIES.

6. Disclaimer of Warranty

We do not guarantee a complete safety and reliability of our platform. SWG Ltd. and our affiliates make no representations or warranties that the Platform, files sent by Users, and the platform itself:

– Will be available on an uninterrupted, timely, and error-free basis;

– Will be free of viruses or other harmful components;

– Will be accurate, reliable, complete, legal or safe.

We do not guarantee an absolute safety and reliability of third-party services either.

We cannot and do not confirm the purported identity of each User on the Platform. We may provide information about the User, such as solidity or risk assessments, geographic location or background checks by a third party, or a proof of identity or authority. However, such information is based solely on the data provided by the User, and we provide such information solely for the Users' convenience; the provision of such information does not constitute an approval or recommendation on our part.

CERTAIN JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

7. Limitation of SWG Ltd. Liability

Any liability we may have to you is limited. Some jurisdictions do not allow certain exceptions and restrictions, so some or all of the following restrictions and exceptions may not apply to you. However, you agree not to hold us responsible for any disputes that may arise between Users.

We shall not be held responsible, and you agree not to hold us liable for any damage or loss resulting from:

− Your use of the Platform and/or services or impossibility to use them;

− Delays and interruptions in the Platform operation;

− Viruses or other harmful software acquired during the access to the Platform;

− Faults, errors, or inaccuracies of any kind on the Platform;

− Your hardware device damage;

− Third party actions or omissions via your Account;

− Legal or the Agreement stipulated suspension of your Account.

In addition, under no circumstances shall we, our affiliates be liable for any indirect, incidental, punitive costs or damages, including but not limited to legal fees.

To the maximum extent permitted by the legislation, under no circumstances shall SWG Ltd.'s total liability arising out of or in connection with these Terms and Conditions of the Agreement, or out of the use or impossibility to use the Platform, exceed three hundred dollars ($300), unless there were payment obligations between you and SWG Ltd. (none as of the date of the latest Agreement renewal). Accordingly, you hereby indemnify us and our other affiliates and our respective officers, employees and service providers against claims, demands and losses of any kind or nature arising out of or in any way related to any dispute you have with another User. This condition shall include but is not limited to, for example, any disputes in regards to the quality of a Freelancer's services.

8. Risk Acceptance

You shall be solely responsible for determining what fees, taxes and charges apply to your transactions.

Transactions with digital assets may be irreversible, and, accordingly, losses resulting from fraudulent or accidental transactions may be irrecoverable. Some transactions with digital assets are considered completed when they are recorded in the public register, which does not necessarily correspond to the date or time when you initiated the transaction.

There exist risks associated with the use of digital assets on the Internet, including but not limited to the risk of hardware and software, Internet connection and service problems, the risk of malicious software being introduced, and the risk that third parties may gain unauthorized access to information stored in your digital wallet. We shall not be held responsible for any communication failures, interruptions, errors, misstatements or delays that you may experience

in transactions that involve supported digital assets, regardless of the cause, including gas fees paid or payable in connection therewith.

A seldom use or lack of public interest in a creation and development of certain digital ecosystems may adversely affect their future potential planned at their launch; hence it may adversely affect the potential utility or value of any digital assets.

Blockchain systems can have vulnerabilities. We shall not be held responsible for any problems with blockchains, including forks, problems with technical components or any other problems that could lead to fund losses. You acknowledge that the cost and speed of transactions with cryptographic and blockchain-based systems are variable and may increase at any time.

9. This Agreement Duration Period and Its Termination

This Chapter discusses when and for how long this Agreement will be in effect, when and how you or we may terminate this Agreement, and what will happen if any of us terminate this Agreement.

9.1. Termination

You and SWG Ltd. Shall be entitled to terminate this Agreement; however, certain rights and obligations will survive upon this Agreement termination.

Unless expressly agreed otherwise in writing, either of us may terminate this Agreement at its sole discretion at any time, without a cause, upon a written notice to the other Party. You may send a written notice to support@jobs.swg.io. If you terminate this Agreement properly, your right to use the Platform will be automatically revoked, and your Account will be deleted.

However, this Agreement termination (or an attempt to terminate this Agreement) shall not terminate or otherwise affect any agreement entered into between the Users.

If you attempt to terminate this Agreement with an Execution Task or Project, or funds in your internal wallet, you shall agree that:

- Thereby, you instruct us to close all open Tasks and Projects;

- You will continue to comply with this Agreement until all such Tasks and Projects are closed, and your access is terminated;

- Funds on your internal wallet, in the amount of less than 100 tokens, hall remain in the internal wallet without a possibility of withdrawal to your external wallet.

9.2. Fulfilment of Obligations

Upon this Agreement termination, the Terms and Conditions hereof that expressly or by their nature shall survive termination or expiration of this Agreement, shall survive and continue in full force and effect. This Agreement termination for any reason shall not relieve you of any obligations arising prior to the termination hereof.

10. Disputes with SWG Ltd.

10.1. Unofficial Dispute Settlement

If a dispute arises between you and SWG Ltd. or our affiliates, our goal is to settle the dispute quickly and cost-effectively. Therefore, if you do not withdraw, you agree to settle all disputes or

disagreements that arise out of or in relation to this Agreement through a mandatory claim exchange, a response period whereof shall be fifteen (15) business days.

You are requested to set out all factual circumstances in your letter, in order to expedite a response. In cases where SWG Ltd. may need additional response time, we may extend, with a prior notice to the User, the response period to one (1) month.

10.2. Choice of Law

This Agreement shall be regulated and interpreted in accordance with the legislation of the Republic of Seychelles.

10.3. Arbitration Agreement

International arbitration in Seychelles shall be governed primarily by the Seychelles Commercial Code Act and the Seychelles Civil Procedure Code.

Par. 10.3 of Chapter 10 hereof shall be deemed as an agreement between the User and SWG Ltd. on arbitration settlement.

If the User and SWG Ltd. Fail to settle a dispute in compliance with par. 10.1 of Chapter 10 hereof, the dispute shall be submitted for arbitration in the International Arbitration Court at the Seychelles. The arbitration court shall include 3 arbitrators.

11. Severability and Interpretation

If any provision of this Agreement is invalid or unenforceable under the applicable law of the User's country of residence, it shall be amended and construed to achieve the purposes of such provision to the fullest extent possible under the applicable law, and the remaining provisions hereof will continue in full force and effect.

12. Force-Majeure Circumstances

If certain circumstances occur that are beyond your or our control, we will be temporarily released from our obligations under this Agreement.

The Parties to this Agreement shall not be liable for any delay or failure to perform any obligations under this Agreement within a reasonable period of time due to labor unrest, accidents, fires, floods, pandemics, telecommunications or Internet disruptions, strikes, wars, uprisings, terrorist attacks, blockades, government actions, governmental requirements, regulations or restrictions imposed by law, or any other similar event beyond the reasonable control of the Parties.